UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DEYAN FANG,

Plaintiff,

-against-

CITY OF NEW YORK; and individually and in their official capacity as New York City Police Officers CHRISTOPHER MCNEELY (Shield No. 23479) and ANDREW D'AMICO (Shield No. 18915),

Defendants.

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STIPULATION AND ORDER OF DISMISSAL

15CV04886 (NRB)

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
February 1, 2016

URBAN JUSTICE CENTER
Attorneys for Plaintiff
40 Rector Street, 9th Floor
New York, NY 10006
(646) 602-5679

By: ______________________
Matthew Shapiro
Attorney for Plaintiff

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendants City of New York, D'Amico, and McNeeley
100 Church Street, 3rd Floor
New York, New York 10007

By: ______________________ 2/8/16
Rhiana Swartz
Senior Counsel

SO ORDERED:

____
HON. NAOMI R. BUCHWALD
UNITED STATES DISTRICT JUDGE

Dated: ______________, 2016

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-- x

DEYAN FANG,

Plaintiff,

-against-

CITY OF NEW YORK; and individually and in their official capacity as New York City Police Officers CHRISTOPHER MCNEELY (Shield No. 23479) and ANDREW D'AMICO (Shield No. 18915),

Defendants.

-- x

STIPULATION OF SETTLEMENT

15CV04886 (NRB)

WHEREAS, plaintiff commenced this action by filing a complaint on or about June 25, 2015, alleging that the defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, plaintiff filed an amended complaint on or about November 9, 2015, alleging that the defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants City of New York, Officer Christopher McNeeley, and Officer Andrew D'Amico have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Deyan Fang the sum of Fifteen Thousand ($15,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release defendants City of New York, Officer McNeeley and Officer D'Amico; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Releases, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to the City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any

other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 1, 2016

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By: ______________________
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Senior Counsel